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10
11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13

14 IN RE: HIGH-TECH EMPLOYEE
15 ANTITRUST LITIGATION

16 THIS DOCUMENT RELATES TO:
17 ALL ACTIONS

Master Docket No. C 11-02509 LHK

**DEFENDANT LUCASFILM LTD.'S
AMENDED ANSWER TO
CONSOLIDATED AMENDED
COMPLAINT**

Courtroom: 8, 4th Floor
Judge: Hon. Lucy H. Koh

Date Comp. Filed: May 4, 2011

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21 Defendant Lucasfilm Ltd. ("Lucasfilm") answers Plaintiffs Michael Devine, Mark
22 Fichtner, Siddharth Hariharan, Brandon Marshall, and Daniel Stover's (collectively, "Plaintiffs")
23 Consolidated Amended Complaint ("Complaint") [Dkt. # 65] as follows:
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I. SUMMARY OF THE ACTION¹

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2 1. Lucasfilm denies it conspired with any other person or entity by entering into
3 any agreements to fix or suppress employee compensation. Lucasfilm specifically denies
4 entering into an interconnected web of express agreements with the other named co-defendants
5 (1) not to recruit each other's employees, (2) to notify each other when making an offer to
6 another's employee, or (3) to not counteroffer above the initial offer when offering a position to
7 a co-defendant's employee. To the extent the allegations in paragraph 1 concern other
8 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
9 allegations, and on that basis denies those allegations.
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11 2. To the extent the allegations in paragraph 2 concern Lucasfilm, Lucasfilm
12 denies those allegations. To the extent the allegations in paragraph 2 concern other defendants,
13 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
14 that basis denies those allegations. To the extent that paragraph 2 states legal conclusions, no
15 response is required. Lucasfilm specifically denies that any of the conduct alleged in the
16 Complaint constitutes a *per se* violation of the Sherman Act, 15 U.S.C. § 1, or the Cartwright
17 Act, Cal. Bus. Prof. Code § 16720. The Cartwright Act, and any other relevant state-based
18 claims do not apply to Lucasfilm because they are barred by the federal enclave doctrine as
19 applied to Lucasfilm. On January 30, 2012, Plaintiffs voluntarily dismissed their claim under
20 California Business & Professions Code § 16600. In its Order of April 18, 2012, the Court
21 dismissed Plaintiffs' claim under California's Unfair Competition Law, Cal. Bus. & Prof. Code
22 §§ 17200, *et seq.* Therefore, no response to Plaintiffs' allegations regarding California Business
23 and Professions Code §§ 16600 and 17200 *et seq.* is necessary.
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27 ¹ The headings in this document are taken from the headings in the Complaint, and are provided
28 for ease of reference only. They are not intended as an admission of any kind; to the contrary, to
the extent they contain allegations requiring a response, they are expressly denied.

3. Lucasfilm admits that, in 2009 through 2010, the Antitrust Division of the United States Department of Justice (DOJ) conducted an investigation regarding an alleged agreement between Lucasfilm and Pixar. To the extent the remaining allegations in paragraph 3 concern Lucasfilm, Lucasfilm denies those allegations. To the extent that the allegations in paragraph 3 concern other defendants or government entities, Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on that basis denies those allegations.

4. Lucasfilm lacks sufficient information to admit or deny the allegations in paragraph 4, and on that basis denies those allegations. To the extent that paragraph 4 states legal conclusions, no response is required.

II. JURISDICTION AND VENUE

5. Lucasfilm admits that Plaintiffs purport to bring this action to recover damages, including treble damages, costs of suit, and reasonable attorneys' fees based on alleged violations of Section 1 of the Sherman Act, 15 U.S.C. § 1 and the Cartwright Act, California Business and Professions Code §§ 16720 *et seq.* Lucasfilm denies the remainder of the allegations in paragraph 5.

6. Paragraph 6 states a legal conclusion to which no response is required.

7. Paragraph 7 states a legal conclusion to which no response is required.

8. Paragraph 8 states a legal conclusion to which no response is required.

III. CHOICE OF LAW

9. Paragraph 9 states a legal conclusion to which no response is required.

10. To the extent the allegations in paragraph 10 concern Lucasfilm, Lucasfilm denies those allegations. To the extent the allegations in paragraph 10 concern other defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on that basis denies those allegations.

11. To the extent the allegations in paragraph 11 concern Lucasfilm, Lucasfilm denies those allegations. To the extent the allegations in paragraph 11 concern other defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on that basis denies those allegations.

12. Lucasfilm lacks sufficient information or knowledge to admit or deny the allegations in paragraph 12, and on that basis denies those allegations.

13. Lucasfilm lacks sufficient information or knowledge to admit or deny the allegations in paragraph 13, and on that basis denies those allegations.

14. Paragraph 14 states a legal conclusion to which no response is required.

15. Paragraph 15 states a legal conclusion to which no response is required.

IV. THE PARTIES

16. Lucasfilm lacks sufficient information or knowledge to admit or deny the allegations in paragraph 16, and on that basis denies those allegations.

17. Lucasfilm lacks sufficient information or knowledge to admit or deny the allegations in paragraph 17, and on that basis denies those allegations.

18. Lucasfilm admits that plaintiff Siddharth Hariharan, at one time, worked in California for Lucasfilm on the Presidio, a federal enclave. Lucasfilm lacks sufficient information or knowledge to admit or deny the remainder of allegations in paragraph 18 of the Complaint, and on that basis denies those allegations.

19. Lucasfilm lacks sufficient information or knowledge to admit or deny the allegations in paragraph 19, and on that basis denies those allegations.

20. Lucasfilm lacks sufficient information or knowledge to admit or deny the allegations in paragraph 20, and on that basis denies those allegations.

V. DEFENDANTS

21. Lucasfilm lacks sufficient information or knowledge to admit or deny the

1 allegations in paragraph 21, and on that basis denies those allegations.

2 22. Lucasfilm lacks sufficient information or knowledge to admit or deny the
3 allegations in paragraph 22, and on that basis denies those allegations.

4 23. Lucasfilm lacks sufficient information or knowledge to admit or deny the
5 allegations in paragraph 23, and on that basis denies those allegations.

6 24. Lucasfilm lacks sufficient information or knowledge to admit or deny the
7 allegations in paragraph 24, and on that basis denies those allegations.

8 25. Lucasfilm lacks sufficient information or knowledge to admit or deny the
9 allegations in paragraph 25, and on that basis denies those allegations.

10 26. Lucasfilm admits the allegations in paragraph 26 of the Complaint.

11 27. Lucasfilm lacks sufficient information or knowledge to admit or deny the
12 allegations in paragraph 27, and on that basis denies those allegations.

13 28. Lucasfilm lacks sufficient information or knowledge to admit or deny the
14 allegations in paragraph 28, and on that basis denies those allegations.

15 29. Lucasfilm lacks sufficient information or knowledge to admit or deny the
16 allegations in paragraph 29, and on that basis denies those allegations.

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19 **VI. CLASS ACTION ALLEGATIONS**

20 30. Lucasfilm admits that Plaintiffs purport to bring this action on behalf of
21 themselves and as representatives of the putative class defined in paragraph 30 of the Complaint.

22 31. To the extent that paragraph 31 states legal conclusions, no response is required.
23 Lucasfilm lacks sufficient information or knowledge to admit or deny the remainder of the
24 allegations in paragraph 31, and on that basis denies those allegations.

25 32. Paragraph 32 states legal conclusions to which no response is required.

26 33. Paragraph 33 states legal conclusions to which no response is required.
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34. Paragraph 34 states legal conclusions to which no response is required.

35. Paragraph 35 states legal conclusions to which no response is required.

36. Paragraph 36 states legal conclusions to which no response is required.

37. Paragraph 37 states legal conclusions to which no response is required.

38. Paragraph 38 states legal conclusions to which no response is required.

VII. FACTUAL ALLEGATIONS

A. Trade and Commerce

39. Lucasfilm admits that it employed plaintiff Hariharan within the State of California. Lucasfilm lacks sufficient information or knowledge to admit or deny the remainder of the allegations in paragraph 39, and on that basis denies those allegations.

40. To the extent the allegations in paragraph 40 concern Lucasfilm, Lucasfilm denies those allegations. To the extent the allegations in paragraph 40 concern other defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on that basis denies those allegations. To the extent that paragraph 40 states legal conclusions, no response is required.

B. Market for High Technology Employees

41. Lucasfilm lacks sufficient knowledge or information to admit or deny the allegations in paragraph 41 of the Complaint and on that basis denies those allegations. Lucasfilm admits that Plaintiffs have defined “cold-calling” to include “communicating directly in any manner (including orally, in writing, telephonically, or electronically) with another firm’s employee who has not otherwise applied for a job opening” and Lucasfilm specifically denies that definition of “cold-calling.” To the extent that paragraph 41 states legal conclusions, no response is required.

42. Lucasfilm lacks sufficient knowledge or information to admit or deny the allegations made in paragraph 42 of the Complaint, and on that basis denies those allegations.

1 43. To the extent that paragraph 43 alleges conduct on the part of other defendants
2 or other high technology companies, Lucasfilm lacks sufficient knowledge or information to
3 admit or deny the allegations, and on that basis denies them. Lucasfilm otherwise denies the
4 allegations in paragraph 43.

5 44. To the extent that paragraph 44 alleges conduct on the part of other defendants
6 or other high technology companies, Lucasfilm lacks sufficient knowledge or information to
7 admit or deny the allegations, and on that basis denies them. Lucasfilm otherwise denies the
8 allegations in paragraph 44.

9 45. Lucasfilm lacks sufficient knowledge or information to admit or deny the
10 allegations made in paragraph 45 of the Complaint and on that basis denies those allegations.

11 46. Lucasfilm lacks sufficient knowledge or information to admit or deny the
12 allegations made in paragraph 46 of the Complaint on that basis denies those allegations.

13 47. Lucasfilm lacks sufficient knowledge or information to admit or deny the
14 allegations made in paragraph 47 of the Complaint on that basis denies those allegations.

15 48. Lucasfilm lacks sufficient knowledge or information to admit or deny the
16 allegations made in paragraph 48 of the Complaint on that basis denies those allegations

17 49. Lucasfilm lacks sufficient knowledge or information to admit or deny the
18 allegations made in paragraph 49 of the Complaint on that basis denies those allegations.

19 50. Lucasfilm lacks sufficient knowledge or information to admit or deny the
20 allegations made in paragraph 50 of the Complaint on that basis denies those allegations.

21 51. Lucasfilm lacks sufficient knowledge or information to admit or deny the
22 allegations made in paragraph 51 of the Complaint on that basis denies those allegations.

23 52. To the extent that paragraph 52 alleges conduct on the part of other defendants,
24 Lucasfilm lacks sufficient knowledge or information to admit or deny the allegations and on that
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1 basis denies them. Lucasfilm admits that it assigns different salary ranges to different jobs and
2 that compensation may vary with grade level, but states that each employee's compensation was
3 based on a number of factors including but not limited to his or her individual circumstances and
4 internally set salary structures. Lucasfilm reviews salary ranges periodically. Except as
5 expressly admitted, Lucasfilm denies the allegations in paragraph 52.

6 53. Lucasfilm lacks sufficient knowledge or information to admit or deny the
7 allegations made in paragraph 53 of the Complaint on that basis denies those allegations.
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9 54. Lucasfilm lacks sufficient knowledge or information to admit or deny the
10 allegations made in paragraph 54 of the Complaint on that basis denies those allegations. To the
11 extent the allegations in paragraph 54 state legal conclusions, no response is required.

12 C. To the extent the allegations in subheading C concern Lucasfilm, Lucasfilm denies those
13 allegations. To the extent the allegations in subheading C concern other defendants, Lucasfilm
14 lacks sufficient information or knowledge to admit or deny those allegations, and on that basis
15 denies those allegations.
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17 55. To the extent the allegations in paragraph 55 concern Lucasfilm, Lucasfilm
18 denies those allegations. To the extent the allegations in paragraph 55 concern other defendants,
19 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
20 that basis denies those allegations.

21 2. Lucasfilm denies the allegations in subheading C.2 of the Complaint.

22 56. To the extent the allegations in paragraph 56 concern Lucasfilm, Lucasfilm
23 denies those allegations. To the extent the allegations in paragraph 56 concern other defendants,
24 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
25 that basis denies those allegations. Lucasfilm specifically denies entering into an agreement with
26 Pixar to eliminate competition between Lucasfilm and Pixar for skilled labor.
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1 57. Lucasfilm admits that, in 1986, Steve Jobs purchased Lucasfilm's computer
2 graphics division, established it as an independent company, named it "Pixar" and remained its
3 CEO until 2006. Lucasfilm lacks sufficient information or knowledge to admit or deny the
4 remainder of the allegations in paragraph 57, and on that basis denies those allegations.

5 58. Lucasfilm denies the allegations in paragraph 58. Lucasfilm specifically denies
6 entering into any agreement with Pixar to eliminate competition between Lucasfilm and Pixar for
7 skilled labor.

8 59. Lucasfilm denies the allegations in paragraph 59. Lucasfilm admits that the
9 recruiting departments at Lucasfilm and Pixar had a general understanding that they would not
10 actively solicit candidates from the other via cold-calling.

11 60. Lucasfilm denies the allegations in paragraph 60. Lucasfilm admits that the
12 recruiting departments at Lucasfilm and Pixar had a general understanding that the hiring
13 company would typically notify the current employer either prior to or immediately after making
14 an offer to an employee of that company.

15 61. Lucasfilm denies the allegations in paragraph 61. Lucasfilm admits that the
16 recruiting departments at Lucasfilm and Pixar had a general understanding that if Lucasfilm
17 extended an offer of employment to a current Pixar employee, Lucasfilm would typically make
18 its best offer in the first instance, rather than reserving the right to make a lower offer that it
19 might or might not later increase.

20 62. To the extent the allegations in paragraph 62 concern Lucasfilm, Lucasfilm
21 denies those allegations. To the extent the allegations in paragraph 62 concern other defendants,
22 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
23 that basis denies those allegations.

24 63. Lucasfilm denies the allegations in paragraph 63. To the extent that paragraph
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1 63 states legal conclusions, no response is required.

2 64. To the extent the allegations in paragraph 64 concern Lucasfilm, Lucasfilm
3 denies those allegations. To the extent the allegations in paragraph 64 concern other defendants,
4 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
5 that basis denies those allegations. To the extent paragraph 64 states legal conclusions, no
6 response is required.

7 65. To the extent the allegations in paragraph 65 concern Lucasfilm, Lucasfilm
8 denies those allegations. To the extent the allegations in paragraph 65 concern other defendants,
9 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
10 that basis denies those allegations. To the extent paragraph 64 states legal conclusions, no
11 response is required.

12 66. Lucasfilm denies the allegations in paragraph 66.

13 67. Lucasfilm lacks sufficient knowledge or information to admit or deny the
14 allegations made in paragraph 67 of the Complaint and on that basis denies those allegations.

15 68. To the extent the allegations in paragraph 68 concern Lucasfilm, Lucasfilm
16 denies those allegations. To the extent the allegations in paragraph 68 concern other defendants,
17 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
18 that basis denies those allegations.

19 69. To the extent the allegations in paragraph 69 concern Lucasfilm, Lucasfilm
20 denies those allegations. To the extent the allegations in paragraph 69 concern other defendants,
21 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
22 that basis denies those allegations.

23 70. Lucasfilm denies the allegations in paragraph 70. To the extent the allegations
24 in paragraph 70 concern Lucasfilm, Lucasfilm denies those allegations. To the extent the
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1 allegations in paragraph 70 concern other defendants, Lucasfilm lacks sufficient information or
2 knowledge to admit or deny those allegations, and on that basis denies those allegations.

3 71. To the extent the allegations in paragraph 71 concern Lucasfilm, Lucasfilm
4 denies those allegations. To the extent the allegations in paragraph 71 concern other defendants,
5 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
6 that basis denies those allegations.

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8 **3.** Lucasfilm lacks sufficient information or knowledge to admit or deny the
9 allegations in subheading C.3 of the Complaint, and on that basis denies those allegations.

10 72. To the extent the allegations in paragraph 72 concern Lucasfilm, Lucasfilm
11 denies those allegations. To the extent the allegations in paragraph 72 concern other defendants,
12 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
13 that basis denies those allegations.

14 73. Lucasfilm lacks sufficient information to admit or deny the allegations in
15 paragraph 73, and on that basis denies those allegations.

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17 74. Lucasfilm lacks sufficient information to admit or deny the allegations in
18 paragraph 74, and on that basis denies those allegations.

19 75. Lucasfilm lacks sufficient information to admit or deny the allegations in
20 paragraph 75, and on that basis denies those allegations.

21 76. Lucasfilm lacks sufficient information to admit or deny the allegations in
22 paragraph 76, and on that basis denies those allegations.

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24 77. Lucasfilm lacks sufficient information to admit or deny the allegations in
25 paragraph 77, and on that basis denies those allegations.

26 78. Lucasfilm lacks sufficient information to admit or deny the allegations in
27 paragraph 78, and on that basis denies those allegations.

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1 4. Lucasfilm lacks sufficient information or knowledge to admit or deny the
2 allegations in subheading C.4 of the Complaint, and on that basis denies those allegations.

3 79. To the extent the allegations in paragraph 79 concern Lucasfilm, Lucasfilm
4 denies those allegations. To the extent the allegations in paragraph 79 concern other defendants,
5 Lucasfilm lacks sufficient information or knowledge to admit or deny those allegations, and on
6 that basis denies those allegations.

7 80. Lucasfilm lacks sufficient information to admit or deny the allegations in
8 paragraph 80, and on that basis denies those allegations.

9 81. Lucasfilm lacks sufficient information to admit or deny the allegations in
10 paragraph 81, and on that basis denies those allegations.

11 82. Lucasfilm lacks sufficient information to admit or deny the allegations in
12 paragraph 82, and on that basis denies those allegations.

13 83. Lucasfilm lacks sufficient information to admit or deny the allegations in
14 paragraph 83, and on that basis denies those allegations.

15 84. Lucasfilm lacks sufficient information to admit or deny the allegations in
16 paragraph 84, and on that basis denies those allegations.

17 5. Lucasfilm lacks sufficient information or knowledge to admit or deny the
18 allegations in subheading C.5 of the Complaint, and on that basis denies those allegations.

19 85. Lucasfilm lacks sufficient information to admit or deny the allegations in
20 paragraph 85, and on that basis denies those allegations.

21 86. Lucasfilm lacks sufficient information to admit or deny the allegations in
22 paragraph 86, and on that basis denies those allegations.

23 87. Lucasfilm lacks sufficient information to admit or deny the allegations in
24 paragraph 87, and on that basis denies those allegations.

1 88. Lucasfilm lacks sufficient information to admit or deny the allegations in
2 paragraph 88, and on that basis denies those allegations.

3 89. Lucasfilm lacks sufficient information to admit or deny the allegations in
4 paragraph 89, and on that basis denies those allegations.

5 90. Lucasfilm lacks sufficient information to admit or deny the allegations in
6 paragraph 90, and on that basis denies those allegations.

7 91. Lucasfilm lacks sufficient information to admit or deny the allegations in
8 paragraph 91, and on that basis denies those allegations.

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10 **6.** Lucasfilm lacks sufficient information or knowledge to admit or deny the
11 allegations in subheading C.6 of the Complaint, and on that basis denies those allegations.

12 92. Lucasfilm lacks sufficient information to admit or deny the allegations in
13 paragraph 92, and on that basis denies those allegations.

14 93. Lucasfilm lacks sufficient information to admit or deny the allegations in
15 paragraph 93, and on that basis denies those allegations.

16 94. Lucasfilm lacks sufficient information to admit or deny the allegations in
17 paragraph 94, and on that basis denies those allegations.

18 95. Lucasfilm lacks sufficient information to admit or deny the allegations in
19 paragraph 95, and on that basis denies those allegations.

20 96. Lucasfilm lacks sufficient information to admit or deny the allegations in
21 paragraph 96, and on that basis denies those allegations.

22 **7.** Lucasfilm lacks sufficient information or knowledge to admit or deny the
23 allegations in subheading C.7 of the Complaint, and on that basis denies those allegations.

24 97. Lucasfilm lacks sufficient information to admit or deny the allegations in
25 paragraph 97, and on that basis denies those allegations.

1 98. Lucasfilm lacks sufficient information to admit or deny the allegations in
2 paragraph 98, and on that basis denies those allegations.

3 99. Lucasfilm lacks sufficient information to admit or deny the allegations in
4 paragraph 99, and on that basis denies those allegations.

5 100. Lucasfilm lacks sufficient information to admit or deny the allegations in
6 paragraph 100, and on that basis denies those allegations.

7 101. Lucasfilm lacks sufficient information to admit or deny the allegations in
8 paragraph 101, and on that basis denies those allegations.

9 102. Lucasfilm lacks sufficient information to admit or deny the allegations in
10 paragraph 102, and on that basis denies those allegations.

11 **8.** Lucasfilm lacks sufficient information or knowledge to admit or deny the
12 allegations in subheading C.8 of the Complaint, and on that basis denies those allegations.

13 103. Lucasfilm lacks sufficient information to admit or deny the allegations in
14 paragraph 103, and on that basis denies those allegations.

15 104. Lucasfilm lacks sufficient information to admit or deny the allegations in
16 paragraph 104, and on that basis denies those allegations.

17 105. Lucasfilm lacks sufficient information to admit or deny the allegations in
18 paragraph 105, and on that basis denies those allegations.

19 106. Lucasfilm lacks sufficient information to admit or deny the allegations in
20 paragraph 106, and on that basis denies those allegations.

21 107. Lucasfilm lacks sufficient information to admit or deny the allegations in
22 paragraph 107, and on that basis denies those allegations.

1 **D.** To the extent the allegations in subheading D concern Lucasfilm, Lucasfilm denies those
2 allegations. To the extent the allegations in subheading D concern other defendants, Lucasfilm
3 lacks sufficient information or knowledge to admit or deny those allegations, and on that basis
4 denies those allegations.

5 108. To the extent the allegations in paragraph 108 concern Lucasfilm, Lucasfilm
6 denies those allegations. To the extent the allegations in paragraph 108 concern other
7 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
8 allegations, and on that basis denies those allegations.

9 109. To the extent the allegations in paragraph 109 concern Lucasfilm, Lucasfilm
10 denies those allegations. To the extent the allegations in paragraph 109 concern other
11 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
12 allegations, and on that basis denies those allegations.

13 110. To the extent the allegations in paragraph 110 concern Lucasfilm, Lucasfilm
14 denies those allegations. To the extent the allegations in paragraph 110 concern other
15 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
16 allegations, and on that basis denies those allegations.

17 111. Lucasfilm admits that the DOJ conducted an investigation into certain of
18 Lucasfilm's employment practices. Lucasfilm admits that the DOJ issued a Civil Investigative
19 Demand to Lucasfilm and that Lucasfilm produced responsive documents to DOJ. To the extent
20 the remaining allegations in paragraph 111 concern Lucasfilm, Lucasfilm denies those
21 allegations. To the extent that the allegations in paragraph 111 concern other defendants,
22 persons, or government entities, Lucasfilm lacks sufficient information or knowledge to admit or
23 deny those allegations, and on that basis denies those allegations.

24 112. To the extent the allegations in paragraph 112 concern Lucasfilm, Lucasfilm
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1 denies those allegations. To the extent the allegations in paragraph 112 concern other
2 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
3 allegations, and on that basis denies those allegations.

4 113. To the extent the allegations in paragraph 113 concern Lucasfilm, Lucasfilm
5 denies those allegations. To the extent the allegations in paragraph 113 concern other
6 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
7 allegations, and on that basis denies those allegations.

8 114. Lucasfilm admits that DOJ filed a complaint against Lucasfilm on December
9 21, 2010. Lucasfilm admits that, in Lucasfilm's case, DOJ filed a stipulated proposed final
10 judgment which stated "The Complaint states a claim upon which relief may be granted against
11 the Defendant under Section One of the Sherman Act, as amended, 15 U.S.C. § 1." To the extent
12 the remaining allegations in paragraph 114 concern Lucasfilm, Lucasfilm denies those
13 allegations. To the extent the allegations in paragraph 114 concern other defendants, Lucasfilm
14 lacks sufficient information or knowledge to admit or deny those allegations, and on that basis
15 denies those allegations.

16 115. Lucasfilm admits that, in Lucasfilm's case, the proposed final judgment stated
17 "The Defendant is enjoined from attempting to enter into, entering into, maintaining or enforcing
18 any agreement with any other person to in any way refrain from soliciting, cold calling,
19 recruiting, or otherwise competing for employees of the other person." Lucasfilm admits that, in
20 Lucasfilm's case, the United States District Court for the District of Columbia entered the
21 proposed final judgment on June 3, 2011. To the extent the remaining allegations in paragraph
22 115 concern Lucasfilm, Lucasfilm lacks sufficient information or knowledge to admit or deny
23 the allegations in paragraph 115 and on that basis denies those allegations. To the extent the
24 allegations in paragraph 115 concern other defendants or persons, Lucasfilm lacks sufficient
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1 information or knowledge to admit or deny those allegations, and on that basis denies those
2 allegations.

3 116. Lucasfilm lacks sufficient information or knowledge to admit or deny the
4 allegations in paragraph 116, and on that basis denies those allegations.

5 117. Lucasfilm lacks sufficient information or knowledge to admit or deny
6 allegations in paragraph 117, and on that basis denies those allegations.

7 118. Lucasfilm lacks sufficient information or knowledge to admit or deny the
8 allegations in paragraph 118, and on that basis denies those allegations. To the extent paragraph
9 118 states legal conclusions, no response is required.
10

11 **FIRST CLAIM FOR RELIEF**
12 **(Violations of Section 1 of the Sherman Act, 15 U.S.C. § 1)**

13 119. Lucasfilm reasserts and hereby incorporates by reference its responses to the
14 preceding paragraphs of the Complaint above as though fully set forth herein.

15 120. Paragraph 120 states legal conclusions to which no response is required.

16 121. To the extent the allegations in paragraph 121 concern Lucasfilm, Lucasfilm
17 denies those allegations. To the extent the allegations in paragraph 121 concern other
18 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
19 allegations, and on that basis denies those allegations. To the extent paragraph 118 states legal
20 conclusions, no response is required.
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22 122. To the extent the allegations in paragraph 122 concern Lucasfilm, Lucasfilm
23 denies those allegations. To the extent the allegations in paragraph 122 concern other
24 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
25 allegations, and on that basis denies those allegations. To the extent paragraph 122 states legal
26 conclusions, no response is required.
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28 123. To the extent the allegations in paragraph 123 concern Lucasfilm, Lucasfilm

1 denies those allegations. To the extent the allegations in paragraph 123 concern other
2 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
3 allegations, and on that basis denies those allegations. To the extent paragraph 123 states legal
4 conclusions, no response is required.

5 124. To the extent the allegations in paragraph 124 concern Lucasfilm, Lucasfilm
6 denies those allegations. To the extent the allegations in paragraph 124 concern other
7 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
8 allegations, and on that basis denies those allegations.

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10 125. Paragraph 125 states legal conclusions to which no response is required.

11 126. Lucasfilm admits that Plaintiffs purport to seek the monetary relief alleged in
12 paragraph 126. On November 3, 2011, Plaintiffs voluntarily withdrew their claim for injunctive
13 relief. Accordingly, no response to the remaining allegations in paragraph 126 is required.

14 **SECOND CLAIM FOR RELIEF**

15 **(Violations of the Cartwright Act, Cal. Bus. & Prof. Code §§ 16720, et seq.)**

16 127. Lucasfilm reasserts and hereby incorporates by reference its responses to the
17 preceding paragraphs of the Complaint above as though fully set forth herein.

18 128. Paragraph 128 states legal conclusions to which no response is required.

19 129. To the extent the allegations in paragraph 129 concern Lucasfilm, Lucasfilm
20 denies those allegations. To the extent the allegations in paragraph 129 concern other
21 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
22 allegations, and on that basis denies those allegations.

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24 130. To the extent the allegations in paragraph 130 concern Lucasfilm, Lucasfilm
25 denies those allegations. To the extent the allegations in paragraph 130 concern other
26 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
27 allegations, and on that basis denies those allegations.

1 131. To the extent the allegations in paragraph 131 concern Lucasfilm, Lucasfilm
2 denies those allegations. To the extent the allegations in paragraph 131 concern other
3 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
4 allegations, and on that basis denies those allegations.

5 132. Paragraph 132 states legal conclusions to which no response is required.

6 133. To the extent the allegations in paragraph 133 concern Lucasfilm, Lucasfilm
7 denies those allegations. To the extent the allegations in paragraph 133 concern other
8 defendants, Lucasfilm lacks sufficient information or knowledge to admit or deny those
9 allegations, and on that basis denies those allegations.
10

11 134. Paragraph 134 states legal conclusions to which no response is required.

12 135. Lucasfilm admits that Plaintiffs purport to seek the monetary relief alleged in
13 paragraph 135. On November 3, 2011, Plaintiffs voluntarily withdrew their claim for injunctive
14 relief. Accordingly, no response to the remaining allegations in paragraph 135 is required.
15

16 **THIRD CLAIM FOR RELIEF**
17 **(Violations of Cal. Bus. & Prof. Code § 16600)**

18 136. Lucasfilm reasserts and hereby incorporates by reference its responses to the
19 preceding paragraphs of the Complaint above as though fully set forth herein.

20 137. On January 30, 2012, Plaintiffs voluntarily dismissed their claim under
21 California Business & Professions Code § 16600. Accordingly, no response to the allegations of
22 paragraph 137 is necessary.
23

24 138. On January 30, 2012, Plaintiffs voluntarily dismissed their claim under
25 California Business & Professions Code § 16600. Accordingly, no response to the allegations of
26 paragraph 138 is necessary.

27 139. On January 30, 2012, Plaintiffs voluntarily dismissed their claim under
28

1 California Business & Professions Code § 16600. Accordingly, no response to the allegations of
2 paragraph 139 is necessary.

3 140. On January 30, 2012, Plaintiffs voluntarily dismissed their claim under
4 California Business & Professions Code § 16600. Accordingly, no response to the allegations of
5 paragraph 140 is necessary.

6 141. On January 30, 2012, Plaintiffs voluntarily dismissed their claim under
7 California Business & Professions Code § 16600. Accordingly, no response to the allegations of
8 paragraph 141 is necessary.

9 142. On January 30, 2012, Plaintiffs voluntarily dismissed their claim under
10 California Business & Professions Code § 16600. Accordingly, no response to the allegations of
11 paragraph 142 is necessary.

12 143. On January 30, 2012, Plaintiffs voluntarily dismissed their claim under
13 California Business & Professions Code § 16600. Accordingly, no response to the allegations of
14 paragraph 143 is necessary.

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17 **FOURTH CLAIM FOR RELIEF**
18 **(Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.)**

19 144. Lucasfilm reasserts and hereby incorporates by reference its responses to the
20 preceding paragraphs of the Complaint above as though fully set forth herein.

21 145. In its Order of April 18, 2012, the Court dismissed Plaintiffs' claim under
22 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. Accordingly, no
23 response to the allegations of paragraph 145 is necessary.

24 146. In its Order of April 18, 2012, the Court dismissed Plaintiffs' claim under
25 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. Accordingly, no
26 response to the allegations of paragraph 146 is necessary.
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1 147. In its Order of April 18, 2012, the Court dismissed Plaintiffs' claim under
2 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* Accordingly, no
3 response to the allegations of paragraph 147 is necessary.

4 148. In its Order of April 18, 2012, the Court dismissed Plaintiffs' claim under
5 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* Accordingly, no
6 response to the allegations of paragraph 148 is necessary.

7 149. In its Order of April 18, 2012, the Court dismissed Plaintiffs' claim under
8 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* Accordingly, no
9 response to the allegations of paragraph 149 is necessary.

10 150. In its Order of April 18, 2012, the Court dismissed Plaintiffs' claim under
11 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* Accordingly, no
12 response to the allegations of paragraph 150 is necessary.

13 151. In its Order of April 18, 2012, the Court dismissed Plaintiffs' claim under
14 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* Accordingly, no
15 response to the allegations of paragraph 151 is necessary.

16 152. In its Order of April 18, 2012, the Court dismissed Plaintiffs' claim under
17 California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* Accordingly, no
18 response to the allegations of paragraph 152 is necessary.

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21 **PRAYER FOR RELIEF**

22 In response to the Prayer for Relief contained in the Complaint, Lucasfilm denies that the
23 Plaintiffs are entitled to any of the relief sought in paragraphs 153 – 164 and further denies that
24 Plaintiffs are entitled to any relief whatsoever.

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26 **GENERAL DENIAL AND AFFIRMATIVE DEFENSES**

27 1. Lucasfilm denies each and every allegation of the Complaint not expressly
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1 admitted herein. Lucasfilm further denies that it has violated the law and denies that it has
 2 injured or damaged Plaintiffs or the members of the purported class in any manner or amount
 3 whatsoever or at all. Lucasfilm further denies that Plaintiffs, members of the purported class, or
 4 the general public have sustained or will sustain injuries or damages by reason of any act,
 5 omission or fault on the part of Lucasfilm, its agents, servants or employees. By alleging the
 6 Affirmative Defenses set forth below, Lucasfilm is not agreeing or conceding that it has the
 7 burden of proof on any of the issues raised in these defenses. Furthermore, all such defenses are
 8 pled in the alternative, and do not constitute an admission of liability or that Plaintiffs are entitled
 9 to any relief whatsoever.
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11 **FIRST AFFIRMATIVE DEFENSE**
 12 **(Failure to Mitigate)**

13 2. For its first affirmative defense, Lucasfilm alleges that Plaintiffs have had and
 14 continue to have the ability and opportunity to mitigate the damages alleged in the Complaint
 15 and have failed to act reasonably to mitigate such damages.

16 3. Plaintiff Hariharan has stated that he left Lucasfilm because of dissatisfaction
 17 with the Lucasfilm employment practices complained of in the Complaint. However, during his
 18 employment with Lucasfilm, Plaintiff Hariharan spurned numerous opportunities for
 19 employment with other companies. First, Hariharan has stated in his responses to defendants'
 20 interrogatories that he received an employment offer for from Activision, but turned down that
 21 offer to work for Lucasfilm instead. Activision had offered Hariharan more compensation than
 22 Lucasfilm had offered, so Hariharan's decision to spurn that offer is both a failure to mitigate
 23 and evidence that, contrary to the allegations in and implications of Plaintiffs' Complaint,
 24 Hariharan did not make his employment decisions solely based on what company would offer
 25 him the highest total compensation.
 26

27 4. Second, Google Inc. cold-called Hariharan in an attempt to have him apply for a
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6. Further, Hariharan's decision to decline these opportunities illustrates Plaintiffs' inability to prove that any of the agreements alleged in the Complaint, even if proven, had a class-wide impact. Hariharan's decision demonstrates that members of the putative class made individualized decisions regarding whether to pursue or accept employment opportunities based on their individualized preferences regarding many variables, not simply based on the raw compensation offered by a particular opportunity.

7. For its second affirmative defense, Lucasfilm alleges that Plaintiffs' claims are barred in whole or in part by applicable statutes of limitation.

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Lucasfilm and thus the sole purported basis for holding Lucasfilm liable in this case.

9. The statute of limitations under the Sherman Act and Cartwright Act is four years. 15 U.S.C. § 15b; Cal. Bus. Prof. Code § 16750.1.

10. Plaintiffs did not file this lawsuit until May 4, 2011. To the extent that Plaintiffs' claims are based on conduct occurring more than four years prior to the date this suit was filed, as is the case with respect to Plaintiffs' claim based on the alleged agreement between Lucasfilm and Pixar, those claims are outside of the four-year limitations periods and are thus barred by applicable statutes of limitation.

THIRD AFFIRMATIVE DEFENSE

(Laches)

11. For its third affirmative defense, Lucasfilm alleges that Plaintiffs' claims are barred in whole or in part by the doctrine of laches. For the same reasons set forth in Lucasfilm's Second Affirmative Defense, Plaintiffs unreasonably delayed the filing and service of the Complaint (and preceding complaints) and their notification to Lucasfilm of their bases for the causes of action alleged against Lucasfilm. Plaintiff Hariharan has stated in his responses to defendants' interrogatories that he left Lucasfilm because of dissatisfaction with the Lucasfilm employment practices complained of in the Complaint. Plaintiffs' unreasonable delay in bringing this suit has unduly and severely prejudiced Lucasfilm in its defense of this action. As a result of Plaintiffs' delay, time has passed, percipient witnesses with knowledge of Lucasfilm's alleged employment practices have left their employment at Lucasfilm and are no longer available to Lucasfilm, memories of witnesses have faded, and other evidence supporting Lucasfilm's defenses in this case may have been lost.

FOURTH AFFIRMATIVE DEFENSE

(Federal Enclave Doctrine)

12. For its fourth affirmative defense, Lucasfilm alleges that Plaintiffs' claims based

1 on California law are barred by the federal enclave doctrine.

2 13. Lucasfilm's principal place of business is located in the Presidio of San
3 Francisco, a federal enclave. Plaintiffs' complaint specifically pleads that Lucasfilm engaged in
4 unlawful and prohibited employment practices from its offices on the Presidio and that the effect
5 of Lucasfilm's allegedly unlawful practices was felt on the Presidio through a purported
6 depression of the compensation paid by Lucasfilm to its employees working on the Presidio.

7 14. Plaintiff Hariharan, the only named plaintiff who is alleged to have worked for
8 Lucasfilm, worked on the Presidio during the entire duration of his employment with Lucasfilm.
9 Accordingly, any damages suffered by Hariharan as a result of Lucasfilm's allegedly unlawful
10 employment practices were sustained on the Presidio.

11 15. Plaintiffs' claims under California's Cartwright Act are barred by the federal
12 enclave doctrine because the California Legislature enacted the Cartwright Act after 1897, the
13 year in which the Presidio became a federal enclave. Congress never expressly authorized the
14 application of the Cartwright Act to the Presidio or any other federal enclave. Accordingly, the
15 Cartwright Act has no force and effect with respect to conduct occurring and harm sustained on
16 the Presidio.

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19 **FIFTH AFFIRMATIVE DEFENSE**
20 **(Waiver, Settlement, and Release)**

21 16. For its fifth affirmative defense, Lucasfilm alleges that Plaintiffs' claims were
22 waived, settled, satisfied, or extinguished and supported by adequate consideration.

23 17. Lucasfilm is informed and believes that putative class members employed by
24 Lucasfilm, including Plaintiff Hariharan, agreed in employment termination agreements to
25 release and discharge Lucasfilm of and from any claims arising out of their employment or
26 compensation. These waivers and releases were supported by adequate consideration.

SIXTH AFFIRMATIVE DEFENSE
(Arbitration)

18. For its sixth affirmative defense, Lucasfilm alleges that Plaintiffs' claims are barred in whole or in part because they are subject to arbitration.

19. Lucasfilm is informed and believes that putative class members employed by one or more defendants during the alleged class period agreed in employment or employment termination agreements to submit all claims arising out of employment to arbitration or another form of alternative dispute resolution. These agreements to submit claims to alternative dispute resolution were supported by adequate consideration.

ADDITIONAL AFFIRMATIVE DEFENSES

20. For its seventh affirmative defense, Lucasfilm alleges that Lucasfilm has insufficient knowledge or information upon which to form a basis as to whether it may have additional, as yet unstated, separate defenses available. Lucasfilm reserves the right to amend this Answer to add, delete, supplement, or modify these defenses based upon legal theories that may be or will be divulged through clarification of Plaintiffs' Complaint, through discovery, or through further legal analysis of Plaintiffs' position in this litigation.

PRAYER

WHEREFORE, having fully answered the Complaint, defendant Lucasfilm prays as follows:

1. That Plaintiffs and the members of the purported plaintiff class take nothing by the Complaint;
2. That the Complaint be dismissed with prejudice;
3. That Lucasfilm recover its costs of suit incurred, including reasonable attorney's fees and expenses; and
4. For such other and further relief as the Court may deem just and proper.

1 Dated: July 5, 2012

KEKER & VAN NEST LLP

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3 By: /s/ Daniel Purcell
4 DANIEL PURCELL

5 Attorneys for Defendant
6 LUCASFILM LTD.
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